

INSURANCE REQUIREMENTS

EXHIBIT C

The Architect must provide and maintain at Architect's own expense, until expiration or termination of the Agreement and during the time period following expiration if Architect is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1. **Commercial General Liability** insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from the Architect's operations and completed operations under the Agreement, whether such operations be by Architect or by the Architect's subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:
 - (a) At a minimum, the following limits and coverages:
 - i. \$2,000,000 each occurrence
 - II. \$2,000,000 personal and advertising injury
 - III. \$3,000,000 general aggregate
 - IV. \$3,000,000 products-completed operations aggregate
 - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Architect.
 - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the statute of repose for the state in which the Project is located.
 - (d) Contain a severability or separation of insureds clause.
 - (e) The **Massachusetts Clean Energy Technology Center**, the Owner's Representative and any other Entity or Owner including the project site landlord, must be named as Additional Insured on a primary, non-contributory basis.
2. **Professional Liability**
 - (a) Minimum coverage for each claim \$3,000,000
 - (b) Minimum annual coverage \$5,000,000
 - (c) Extended reporting period for six (6) years following the termination of this Agreement.
3. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by the Architect or its subcontractors, including each of the following:
 - (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to (Architect)).
 - (c) Waiver of Subrogation endorsement in favor of Owner.

4. **Workers' Compensation** insurance, including employer's liability, for all persons whom the Architect employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:
- (a) Coverage A (Workers' Compensation) – pursuant to statutory requirements
 - (b) Coverage B (Employer's Liability) – at a minimum, the following limits and coverages:
 - i. \$1,000,000 for each accident, for bodily injury by accident
 - ii. \$1,000,000 for each employee, for bodily injury by disease
 - i. \$1,000,000 for each disease policy limit

B. ADDITIONAL REQUIREMENTS

The Architect must furnish the **Massachusetts Clean Energy Technology Center**, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the **Massachusetts Clean Energy Technology Center** before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the **Massachusetts Clean Energy Technology Center** to obtain certificates or other insurance evidence from Architect is not a waiver by the **Massachusetts Clean Energy Technology Center** of any requirements for the Architect to obtain and maintain the specified coverage. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the **Massachusetts Clean Energy Technology Center** retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated. The **Massachusetts Clean Energy Technology Center** reserves the right to obtain copies of insurance policies and records from the Architect and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the **Massachusetts Clean Energy Technology Center** if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Architect.

The Architect hereby waives and agrees to require their insurers to waive their rights of subrogation against the **Massachusetts Clean Energy Technology Center**, the Owner's representative's and any other User Agency or Owner or their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Architect in no way limit the Architect's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the **Massachusetts Clean Energy Technology Center**, and any other User Agency or Owner do not contribute with insurance provided by the Architect under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

Request for Proposals

If Architect is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Architect must require all its subcontractors to provide the insurance required in this Agreement, or Architect may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Architect unless otherwise specified in this Agreement.

If Architect or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Owner's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.